

NOT CIRCULATE

12-01

AGREEMENT

BETWEEN

BORO OF CARTERET

Middlesex

AND

LOCAL 2291, AFSCME, AFL-CIO

~~1977-12-18~~

ARTICLES OF AGREEMENT made this 1st day of January, 1977 between the Borough of Carteret, hereinafter referred to as the "BORO" and the American Federation of State, County and Municipal Employees Local 2291, AFL-CIO, hereinafter referred to as the Union.

In consideration of the mutual covenants herein contained, the parties hereto mutually agree as follows:

ARTICLE I - RECOGNITION:

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed on Appendix A attached hereto, and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include.

ARTICLE II - DEDUCTIONS

The Treasurer of the Borough is hereby directed and authorized to make Union Payroll deductions from all Union members. The Union will supply the names of all employees belonging to said Union and from whom said Union payroll deductions are to be made. The aggregate total of such deductions together with a list from whom dues have been deducted, shall be remitted to Council #73, AFSCME, 690 Whitehead Road, Trenton, N.J.

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WINGERS UNIVERSITY

ARTICLE III - HOLIDAYS:

The following shall be paid holidays:

New Year's Day	Thanksgiving Day
Washington's Birthday	General Election Day
Lincoln's Birthday	Veteran's Day
Good Friday	All Day Christmas Eve
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
Labor Day	Columbus Day
2 Personal Days	

Holidays falling on a Saturday shall be observed on Friday. Holidays falling on Sunday shall be observed on Monday.

If a holiday falls during an employee's vacation, the employee shall receive an additional day of vacation.

If required to work on a holiday, an employee shall be compensated at the rate of time and one-half for the hours worked in addition to his holiday pay.

ARTICLE IV. - HOURS OF WORK - BLUE COLLAR

The work week shall be forty (40) hours consisting of five (5) consecutive, eight (8) hour days, Monday through Friday from 8:00 a.m. to 4:30 p.m., with the exception of Sanitation, which starts at 6:00 a.m. with one-half ($\frac{1}{2}$) hour off for lunch. Time and one-half shall be paid for any hours worked beyond those specified in the work week. Workers on a three (3) shift basis shall work eight (8) hours, including lunch periods.

Overtime shall be offered and rotated equally among all employees doing

the same type of work. In case of emergency, no employee shall refuse to work overtime.

Relief periods of fifteen (15) minutes each shall be provided for all the employees each morning and afternoon. A relief period of one-half ($\frac{1}{2}$) hour shall be given to any employee working overtime once a six (6) hour period has elapsed since his last lunch hour.

There shall be ten cent (10¢) shift premium for employees reporting on the second shift and a fifteen cent (15¢) shift premium for employees reporting on the third shift. Any first shift employee working more than two (2) hours into the second shift, shall receive shift premium for those hours, and any second shift employee working into the third shift shall be compensated at the shift premium for all hours beyond his normal shift.

Any employee working a second consecutive shift will either be provided with a meal or be given \$3.00 to buy a meal if no meal is furnished.

HOURS OF WORK - WHITE COLLAR

The work week shall be thirty-five (35) hours consisting of five (5) consecutive seven (7) hour days, Monday through Friday. Time and one-half shall be paid for any hours worked beyond those specified in the work week.

ARTICLE V - SAFETY COMMITTEE:

There shall be a Safety Committee consisting of an equal number of representatives of the Boro and the Union. They shall meet when necessary. If a majority of the Committee agrees that a job is unsafe, then work shall cease provided however the Borough shall be given opportunity to immediately remedy the condition.

ARTICLE VI- CALL IN PAY

Any employee called to emergency duty that takes less than four (4)

hours to correct, shall be given a minimum of four (4) hours pay at time and one-half.

Emergency to be determined by the Superintendent or other authorized personnel or officials.

ARTICLE VII - GRIEVANCE PROCEDURE:

Grievance as used herein shall mean: Disputes between the Boro and the Union or any of its members.

1. The Grievance shall be presented orally by the aggrieved or his Committeemen to the Supervisor. The Supervisor shall have forty-eight (48) hours in which to submit an answer.

2. If not satisfactorily settled within the forty-eight (48) hours, the grievance shall be reduced to writing and submitted to the appropriate Standing Committee. The Standing Committee shall then have five (5) working days in which to submit their answer. If at this step no answer is received, the grievance shall be considered as settled in favor of the employee.

3. If not settled satisfactorily within five (5) days, the grievance shall be submitted to the Mayor and Council, and the Union shall exhaust all avenues to settle the dispute to the mutual satisfaction of all parties concerned.

4. If the grievance is still unsettled, either party may, within 15 days after the reply of the Boro Council is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service, or the

Public Employment Relations Commission shall be requested by either party or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name.

The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union.

5. Time extensions beyond those stipulated above may be arrived at by mutual agreement of the parties concerned.

ARTICLE VIII - SICK LEAVE

All employees shall be entitled to fifteen (15) days sick leave with pay each year. Unused sick leave to be accumulative from one year to the next. A doctor's certificate is required after three (3) days of continuous absence.

Employees who are absent due to illness shall notify their supervisor as early as possible on the day of their illness.

ARTICLE IX - BEREAVEMENT PAY

Four (4) days leave of absence with pay shall be granted in case of death in the immediate family to arrange or attend funeral services. Leave of absence shall mean four continuous days, whether working or not, from the day of death. Immediate family shall be the following: Mother, Father, Spouse, Sister, Brother, Son, Daughter, Brother-in-law, Sister-in-law, Mother-in-law, Father-in-law, Daughter-in-law, Son-in-law, Grandparents and Grandchildren. These four days shall not be charged to sick leave benefit of any employee.

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One day shall be granted with pay in case of death of any other relative to arrange or attend funeral services.

ARTICLE X - LEAVES OF ABSENCE

Leaves of absence with pay may be granted to Union officers or Delegates to conventions, Institutes or Educational Conferences for a total of fifteen (15) days. The fifteen (15) days are not to be exceeded in any one year for all Delegates or Officers combined. Any employee in necessary attendance at meetings with Borough Officials or Supervisors, while dealing with grievances or proposals, will be excused from duty during such meetings without loss of pay. Leaves without pay may be granted for other Union business or other mutually satisfactory causes.

ARTICLE XI - UNIFORMS

Adequate work clothing shall be provided for the employees by the Borough.

(a) Rain gear shall be provided for all outside employees. Rubber boots shall be provided for all Borough employees.

(b) UNIFORMS

- 3 Winter Jackets
- 3 Winter Shirts
- 3 Winter Pants
- 3 Summer Shirts
- 3 Summer Pants

(c) The Borough shall reimburse all employees for up to twenty dollars (\$20.00) each year for work shoes or safety shoes.

ARTICLE XII - INSURANCE

The Employer shall cover its employees and their dependents with hospitalization from the Blue Cross and Blue Shield, including Major Medical Plan and Rider "J". It shall be carried for the members of the Union employed by the Borough without contributions by the

employee toward payment of premiums.

Group Life Insurance in the amount of \$8,000.00 shall be carried by the Boro for all employees and fully paid for by the Boro. The Boro shall supplement the pay of any employee who is on Workmen's Compensation so that the employee will receive full pay for a period of up to one year. The Boro shall increase the present disability benefits from \$35.00 per week to \$90.00 per week.

ARTICLE XIII - SENIORITY

Seniority starts from the first day of employment, not from the first day of permanent employment. Seniority shall be broken by a voluntary quit or a termination. The principles of seniority and promotion from within shall be a guiding factor in relations between the parties, but any employee designated to do a particular job must be able to demonstrate an ability to do the job required. All job openings to be posted in each department for 72 hours. Copies of all postings shall be given to the Union President.

Any member actually working at a job which pays a higher rate than his own, shall receive the higher rate for the time worked at the higher classification.

ARTICLE XIV - TRANSFERS

Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.

Employees requesting transfers for reasons other than the elimination of their jobs shall be transferred to equal or lesser paying job classifications on the basis of seniority, provided a vacancy exists. Employees requesting transfers because of the elimination of their jobs shall be

transferred to the same job or any other job of an equal or lower classification on the basis of seniority.

Transfer requests shall remain in effect for a period of six months.

Employees wishing to keep their transfer requests under consideration beyond this period of time shall submit a new transfer request for each additional period of six months. It shall be the responsibility of the immediate supervisor to notify the employee when the six months are due to expire.

ARTICLE XV - DISCIPLINE

No employee shall be disciplined except for just and proper cause.

1. In any instance where an employee is subject to disciplinary action which would result in lost time, except where violence and/or health and safety of other employees may be involved, such disciplinary action shall not be implemented for at least three (3) days subsequent to the day of the incident involved. During such three (3) days the two sides shall meet to try and resolve the matter.

No employee may be suspended for a period of more than five (5) days without first having a disciplinary hearing. Notice of such hearing, along with specifications shall be furnished to the employee, with a copy to the Union President and to the Council office. The employee shall be entitled to representation at any such hearing by the Local Union President, Union steward and Council Representative.

2. The person initiating any such charges shall not be the presiding officer at any disciplinary hearing.

Any suspension of five (5) days or less may become the subject of a grievance.

Any suspension in excess of five (5) days, or any removal of an employee may be appealed to Civil Service or may be appealed to arbitration provided the Union supports the request for arbitration. The employee shall have ten (10) days from the date of receipt of final notice of discipline to indicate his choice. His choice of either arbitration or Civil Service hearing shall be final and irrevocable.

ARTICLE XVI-VACATIONS

Vacations shall be on the following basis:

One to four years.....	12 working days
Five to nine years.....	15 working days
Ten to fourteen years.....	20 working days
Fifteen to nineteen years....	25 working days
Twenty years and over.....	30 working days

ARTICLE XVII - LONGEVITY PAY

Employees' salaries shall be increased retroactive to January 1, 1977 in the following amounts, based on their years of service in accordance with the following schedule:

0 to 9 years service.....	2%
10 to 14 years service.....	3½%
15 to 19 years service.....	4½%
20 years and over.....	5½%

ARTICLE XVIII - SEVERANCE PAY

Boro employees covered by this contract shall receive fifty (50%) percent, cash payment, of all accumulated sick leave upon retirement. In the event of an employee's death, 50% of his accumulated, unused sick leave shall be paid to his beneficiary.

ARTICLE XIX - SALARIES

Effective January 1, 1977, all employees covered by this agreement shall receive an increase of 5.5% on their base salary.

Clerical employees who have not yet reached the maximum of their range will receive an increment and will be advanced one step on the range in addition to the across the board increase.

In the event that the Boro grants any bargaining unit a wage increase in excess of 5.5%, it is agreed that the subject of wages for employees covered by this agreement shall be subject to re-negotiation.

ARTICLE XX - MISCELLANEOUS:

It is further agreed that in order to be entitled to any holiday pay, each employee must work the day prior to and the day following said holiday. In addition, the Superintendent shall have the discretion of allowing the employee time off on employee's birthday. In the event said employee is not granted time off on his birthday, said employee shall be entitled to another day off as agreed upon between he and the Superintendent. This Agreement shall not include part-time or salaried employees whether members of the Union or not.

Any Supervisor performing the duties of any employee will pay said employee full wages.

Mandatory retirement upon age of sixty-five (65) of all Boro employees.

A fifth garbage truck, (if able to man), will operate on Monday and Tuesday.

Employee to receive labor sanitation and truck driver sanitation rate only when working sanitation trucks.

Equipment operators are to receive same rate of pay at all times and for all hours worked with no difference in pay.

Any shortage on pay checks of any employee shall be rectified immediately.

Boro employees using their cars on boro business shall receive a flat \$35.00 per month allowance for same.

It is further mutually agreed between the parties hereto that the aforesaid Articles contained in this Agreement shall become effective immediately upon adoption by the governing body and shall be retro-active to 1st day of January, 1977 and shall continue in effect for one year or until a further agreement shall be made.

In witness whereof, the parties hereto have set their hands and seals on this 25th day of May, 1977.

FOR THE EMPLOYER:

THE BOROUGH OF CARTERET

John Tenick MD

T.R.

FOR THE UNION:

LOCAL #2291, OF THE AMERICAN
FEDERATION OF STATE, COUNTY
& MUNICIPAL EMPLOYEES, AFL-CIO

Theodore Lurich